

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

PARRIS WOODS,

Plaintiff,

VS.

Civil Action File No:
1:21-CV-00867-CAP

NAZAR PROPERTIES LLC,
a Domestic Limited Liability
Company, and NAZAR
HOLDINGS 8 LLC, a Domestic
Liability Company,

Defendants.

ORDER

This matter is before the Court on the parties' Joint Motion For Court Approval of their FLSA Settlement And Release Agreement. For the reasons herein, the Joint Motion is **GRANTED**.

In his First Amended Complaint, Plaintiff alleges a claim against the Defendant for unpaid overtime wages pursuant to the Fair Labor Standard Act, 29 U.S.C. § 201, *et seq.*, (“FLSA”). The parties have informed the Court that, after the voluntary production of documents related to this claim and negotiations through their attorneys before the Honorable Judge Walter E. Johnson during a mediation on

November 29, 2021, they have reached a settlement of this claim. Pursuant to *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the Parties' settlement agreement.

In conducting this review, a district court must "scrutiniz[e] the settlement for fairness," and determine whether the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation "is more likely to reflect a reasonable compromise of disputed issues." *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the parties acknowledge there is a bona fide dispute regarding Plaintiff's claims. However, the parties represent that they have been able to reach a settlement agreement with respect to these claims, and the Plaintiff acknowledges that the amounts that are to be paid to him under the settlement agreement fairly compensate him for alleged overtime wages and liquidated damages claimed to be owed to him by the Defendant, as well as for his attorneys' fees incurred in connection with his claim. In exchange for these payments, Plaintiff has agreed to a release of FLSA and wage and hour claims against the Defendants and to dismiss his First Amended Complaint and this civil action in its entirety with prejudice.

The Court has reviewed the settlement agreement executed by the parties as filed with the Court in the public record and, based on the contents therein and the representations of the parties, finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND ADJUDGED** that the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the Parties, and **ORDERS** that Plaintiff's Complaint and this civil action in its entirety is hereby **DISMISSED WITH PREJUDICE**.

SO ORDERED this ____ day of _____, 2021.

HONORABLE CHARLES A. PANNELL, JR.
UNITED STATES DISTRICT COURT JUDGE